

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF MISSISSIPPI
WESTERN DIVISION**

CHAD MICHAEL JARRELL	*	CIVIL ACTION
VERSUS	*	NO.: <u>5:18-cv-128-DCB-MTP</u>
CIGNA HEALTH AND LIFE INSURANCE COMPANY, LIFE INSURANCE CO. OF NORTH AMERICA	*	
AND	*	JUDGE: <u>DCB</u>
MCLANE COMPANY, INC.	*	MAGISTRATE: <u>MTP</u>

COMPLAINT

NOW INTO COURT, through undersigned counsel comes petitioner, Chad Michael Jarrell, a person of the full age of majority and resident of the Parish of Washington, State of Louisiana, who respectfully represents the following:

The defendants are:

1. CIGNA Insurance Company (hereafter referred to as CIGNA), a domestic corporation, licensed to do and doing business in the County of Lincoln (and with its principle place of business and the contract executed in Lincoln County), State of Mississippi;
2. Life Insurance Company of North America; a domestic insurance company, licensed to do and doing business in the County of Lincoln (and with its principle

place of business and the contract executed in Lincoln County), State of Mississippi and,

3. McLane Company Inc., a domestic corporation, licensed to do and doing business in the County of Lincoln (and with its principle place of business and the contract executed in Lincoln County), State of Mississippi.

BASIS FOR JURISDICTION AND ACTION

1.

Petitioner brings the cause of action under ERISA 28 U.S.C. §1331 federal question, breach of contract, specifically under 28 U.S.C. §1001, Employee Retirement Income Security Act of 1974 (ERISA), section 502 (a) and breach of contract under Mississippi Breach of Contract and Mississippi Common Law. Additionally, petitioner qualifies under 28 U.S.C. §1332, because petitioner and defendant have complete diversity. The petitioner is a U. S. Citizen of Franklinton, Louisiana and the defendant's, principle place of business, personal jurisdiction and the contract was signed by plaintiff in the State of Mississippi.

Specifically petitioner avers that he paid for a disability policy and signed the disability contract in the County of Lincoln, State of Mississippi, with defendants, CIGNA, Life Insurance of North America and McLane Company. The defendants' have breached the agreement in failing to pay disability benefits as required by the contract. Jurisdiction is appropriate in this Court.

2.

Made defendants herein are CIGNA, Life Insurance Company of North America and McLane Company. Cigna and Life Insurance Company of North America are insurance

companies licensed to do business and doing business in the County of Lincoln, State of Mississippi, with its residence in Mississippi and it's principle place of business in the State of Mississippi. McLane is a company doing business and its principle place of business is in the State of Mississippi. The defendants, CIGNA, Life Insurance of North America and McLane Company, signed and confected the Contract in the County of Lincoln, State of Mississippi.

3.

As background in this matter, petitioner, Chad Michael Jarrell was employed for a private corporation, McLane Company, Inc. (hereinafter "McLane"), whereas he negotiated, signed and paid for a Long Term Disability insurance policy from the defendants CIGNA and Life Insurance Company of North America. The disability contract was signed and negotiated in the County of Lincoln, State of Mississippi.

4.

The long term disability policy # VDT-0980073 and incident # 10483554-02 was issued to the plaintiff, through his employer McClane, to properly pay disability benefits if the plaintiff became disabled. Plaintiff has met all requirements under the disability policy and the contract was in effect at all times pertinent.

5.

The plaintiff was injured and disabled on March 1, 2018, when he has injured while working for his employer/defendant, McClane, sustaining injuries to his knee and back.

6.

The defendants, Cigna, Life Insurance Company of North America and McLane Company, arbitrarily violated the contract by failing to pay disability benefits although plaintiff was undisputedly medically disabled.

7.

Defendant paid benefits March 1, 2018, through March 24, 2018.

8.

An appeal was filed and petitioner provided medical records and verification of his disability by petitioner's treating physician supporting his claim that indicated plaintiff was unable to work and met the guidelines and/or requirements of the disabled status required by the policy.

9.

Defendant then arbitrarily denied plaintiff's appeal on August 30, 2018.

10.

The plaintiff has exhausted all administrative remedies. Attached as Exhibit "A" hereto is the defendant's final appeal decision, right to sue and right to proceed in Federal Court letters dated August 30, 2018, which states as follows:

"Plaintiff, has a right to bring legal action...." (Exhibit A), pursuant under ERISA, within 180 days.

11.

The defendants arbitrarily and capriciously denied plaintiff's request for benefits.

12.

The defendant's, CIGNA and Life Insurance of North American have failed to pay

disability benefits, as required under the policy, to plaintiff.

13.

Petitioner prays for damages as provided by ERISA and other Federal Statutes, Mississippi Contract Law and Mississippi Common Law because of the defendant's actions and lack of action as follows:

A. Disability Benefits	\$300,000.00
B. Penalty or Double Damages	\$300,000.00
C. Interest on the amount of award	\$ 15,000.00
D. Attorney Fees	\$ 50,000.00
E. Loss of Benefits, Past, Present and Future	\$600,000.00
F. Loss of Reputation	\$150,000.00
G. Loss of Credit Standing in the Community and Loss of Self Esteem	\$150,000.00
H. Other Damages to be Shown at the Time of Trial	

14.

Petitioner prays for damages as provided by ERISA, Mississippi Contract Law and Mississippi Common Law because of the defendant's actions and lack of action as follows:

I. Interest on the amount of award	\$ 15,000.00
J. Attorney Fees	\$ 50,000.00
K. Loss of Benefits, Past and Present	\$600,000.00

15.

As a result of defendant's actions and breach of contract, petitioner avers he has and will suffer damages not limited to the following:

A. Interest on the Amount of Award	\$ 15,000.00
B. Attorney Fees	\$ 50,000.00

C. Loss of Benefits, Past and Present

\$600,000.00

WHEREFORE, petitioner, Chad Michael Jarrell, prays that defendants, CIGNA, Life Insurance of North American and McLane, be cited to appear and answer same, and that after due proceedings had, there be a judgment herein in petitioner's favor and against defendants, jointly, severally and *in solido* in an amount to be determined by the evidence plus interest from the date of judicial demand until paid, for all costs of these proceedings, for penalties , attorney fees, loss of benefits and any other general and equitable relief that this Court may deem appropriate under the circumstances.

Gretna, Louisiana, this 27th day of November, 2018.

Respectfully submitted,

SHIELDS LAW FIRM

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